PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Allan Chinn, Chief, Contracts and Purchasing Services Section

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413

| 3 | MIN | IDAI | VD AV | JUEL |  |
|---|-----|------|-------|------|--|
|   |     |      |       |      |  |

| TD 213 (DHS Rev 7/06)   |                                  |                                      |                                  |  |  |
|---|----------------------------------|--------------------------------------|----------------------------------|--|--|
| . (   | REGISTRATION                     | NUMBER                               | AGREEMENT NUMBER                 |  |  |
| This Agreement is entered into between the  |                                  |                                      |                                  |  |  |
| This Agreement is entered into between the State Agency and the Contractor named below:                           |                                  |                                      |                                  |  |  |
| STATE AGENCY'S NAME   | (Also refe                       | erred to as CDHS, DHS, or the State) |                                  |  |  |
| California Department of Health Services  |                                  |                                      | (Also referred to as Contractor) |  |  |
| CONTRACTOR'S NAME   |                                  |                                      | (Also referred to as Contractor) |  |  |
| 2. The term of this January 1, 2008 Agreement is:   | through September 3              | 30, 2012                             |                                  |  |  |
| <ol> <li>The maximum amount \$   of this Agreement is:</li> </ol>   |                                  |                                      |                                  |  |  |
| 4. The parties agree to comply with the terms a part of this Agreement.   | and conditions of the following  | exhibits, which are                  | by this reference made a         |  |  |
| Exhibit A – Scope of Work   |                                  |                                      | 1 page                           |  |  |
| Exhibit A, Attachment I – Takeover  |                                  | 62 pages                             |                                  |  |  |
| Exhibit A, Attachment II - Scope of Work - C  | Operations                       |                                      | 188 pages                        |  |  |
| Exhibit A, Attachment III - Turnover  |                                  | 21 pages                             |                                  |  |  |
| Exhibit A, Attachment IV – Additional Contra  |                                  | 15 pages                             |                                  |  |  |
| Exhibit B - Payment Provisions  |                                  | 3 pages                              |                                  |  |  |
| Exhibit B , Attachment 1 – Special Payment  |                                  |                                      | 33 pages                         |  |  |
| Exhibit C * – General Terms and Conditions  |                                  | GTC 306                              |                                  |  |  |
| Exhibit D (F) – Special Terms and Condition   |                                  | 26 pages                             |                                  |  |  |
| Notwithstanding provisions 6, 15, 16, 22, 23  | 3 and 30 which do not apply to   | this agreement                       | <b>57</b>                        |  |  |
| Exhibit E – Additional Provisions   |                                  | 57 pages                             |                                  |  |  |
| Exhibit F – Contractor's Release  |                                  | 1 page                               |                                  |  |  |
| Exhibit G – Travel Reimbursement Informati<br>Exhibit H - HIPAA Addendum  |                                  | 2 pages                              |                                  |  |  |
|   |                                  | 7 pages                              |                                  |  |  |
| See Exhibit E, Provision 1 for additional inco  | Imporated exhibits.              |                                      |                                  |  |  |
| tems shown above with an Asterisk (*), are hereby in<br>These documents can be viewed at <u>http://www.ols.dg</u> |                                  | e part of this agreeme               | nt as if attached hereto.        |  |  |
| IN WITNESS WHEREOF, this Agreement has been   | executed by the parties hereto.  | •                                    |                                  |  |  |
| CONTRACTO   |                                  | fornia Department of                 |                                  |  |  |
| CONTRACTOR'S NAME (if other than an individual, state whether a   | ocorporation, partnership, etc.) | Gene                                 | ral Services Use Only            |  |  |
| BY (Authorized Signature)   | DATE SIGNED (Do not t            | type)                                |                                  |  |  |
|   |                                  |                                      |                                  |  |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                                  |                                      |                                  |  |  |
| ADDRESS   |                                  |                                      |                                  |  |  |
| STATE OF CALIFO   | ORNIA                            |                                      |                                  |  |  |
| AGENCY NAME   |                                  |                                      |                                  |  |  |
| California Department of Health Services  |                                  |                                      |                                  |  |  |
| BY (Authorized Signature)   | DATE SIGNED (Do not t            | type)                                |                                  |  |  |

Exempt per: